

B210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of an undivided interest in the claim referenced in this evidence and notice.

Citigroup Global Markets Inc.

Name of Transferee

Name and Address where notices to transferee should be sent:

Citigroup Global Markets Inc.
390 Greenwich Street, 4th floor
New York, New York 10013
Attn: Marc Heimowitz
Phone: 212-723-1058
Email: marc.heimowitz@citi.com

Yaokin Inc.

Name of Alleged Transferor

Court Claim # (if known): 62783
Amount of Claim: USD 1,923,600,670
Amount of Claim Transferred: USD 812,297
ISIN/CUSIP: XS0331472281
Blocking Number: 6045662
Date Claim Filed: November 2, 2009

Phone: +81 (48)997-3003
Last Four Digits of Acct #: 7818

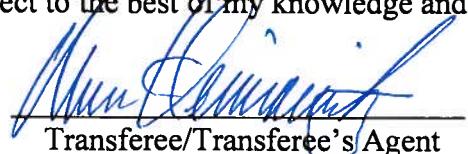
With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attn: Douglas R. Davis
Phone: 212-373-3000
Email: ddavis@paulweiss.com

Name and address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By:



Mun Heimowitz
Transferee/Transferee's Agent

Date:

4/11/11

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 & 3571.

Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

**NOTICE OF PARTIAL TRANSFER OF CLAIM
OTHER THAN FOR SECURITY**

Claim No. 62783 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Partial Transfer of Claim Other than for Security in the clerk's office of this court on April 12, 2011.

Yaokin Inc.

Name of Alleged Transferor

Address of Alleged Transferor:

Yaokin Inc.
1606-1 Osone
Yashio City, Saitama 340-0834
Japan
Attn: Sumiya Mashiko
Phone: +81 (48)997-3003

Citigroup Global Markets Inc.

Name of Transferee

Address of Transferee:

Citigroup Global Markets Inc.
390 Greenwich Street, 4th floor
New York, New York 10013
Attn: Marc Heimowitz
Phone: 212-723-1058
Email: marc.heimowitz@citi.com

With a copy to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attn: Douglas R. Davis
Phone: 212-373-3000
Email: ddavis@paulweiss.com

~ DEADLINE TO OBJECT TO TRANSFER ~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Yaokin, Inc. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Citigroup Global Markets Inc. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 62783 filed by or on behalf of Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) there has not been any notice of acceleration with respect to the Purchased Securities issued by Lehman Brothers Treasury Co. B.V. (the "Issuer").
3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser

shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 4th day of March 2011.

[]

By: Jumiya Marahiko
Name: 東京都墨田区横川5丁目3番2号
Title: 株式会社 やおきん
[] 代表取締役 角谷昌 

Citigroup Global Markets Inc.

By: 
Name: Marc Heimowitz
Title: Managing Director

390 Greenwich Street
New York, NY 10013

Schedule 1

Transferred Claims

Purchased Claim

USD 812,291 of USD 1,923,600,670 (the outstanding amount of the Proof of Claim as of 3/8/11)

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount
N225 INDEX LINKED 10 YRS NOTES	XS0331472281	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	AUD 1,000,000 / USD 812,291

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re Lehman Brothers Holdings, Inc.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Yaokin, Inc. Name of Transferee

Name and Address where notices to transferee should be sent:

1606-1 Osone
Yashio City, Saitama 340-0834
Japan

Lehman Brothers International (Europe)
(in administration)

Name of Transferor

Court Claim # (if known): that portion of Omnibus Claim 62783 represented by ISIN XS0331472281 listed in the schedule attached to Omnibus Claim 62783

Amount of Claim: \$812,297 (the amount of that portion of Omnibus Claim 62783 represented by ISIN XS0331472281 listed in the schedule attached to Omnibus Claim 62783)

Date Claim Filed: 11/02/2009. The Omnibus Claim was filed by Transferor to reserve the rights of clients on whose behalf Transferor held certain Lehman Program Securities. The Program Security identified as ISIN XS0331472281 (in the amount of \$812,297) has subsequently been transferred to Transferee.

Phone: +81(48)997-3003 _____
Last Four Digits of Acct #:

Phone: _____
Last Four Digits of Acct. #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

東京都墨田区横川5丁目3番2号

株式会社 や お き ん

代表取締役 角谷昌彦



By: _____

Transferee/Transferee's Agent

Date: March 14, 2011

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000062783

Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009



Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Lehman Brothers International (Europe) (in administration)
25 Bank Street
London
E14 5LE
United Kingdom
Attn: Steven Anthony Pearson
See attached for additional contact information

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: see attached Email Address: see attached

Name and address where payment should be sent (if different from above)

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ see attached **(Required)**

Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): see attached **(Required)**

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: see attached

(Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: 97816 EUROCLEAR

(Required)

5. **Consent to Euroclear Bank, Clearstream Bank or Other Depository:** By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

FOR COURT USE ONLY

FILED / RECEIVED

NOV 02 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Date.
10/29/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
M 99
Administrator (acting as agent and without personal liability)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

MICHAEL JOHN ANDREW JERVIS
Administrator (acting as agent and without personal liability)

**ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM
OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)**

1. Lehman Brothers International (Europe) (in administration) (including all of its international branches, "LBIE"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "Administrators" and each an "Administrator") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "LPS") omnibus claim (the "LPS Omnibus Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its direct and indirect subsidiaries, the "Lehman Group"), case number 08-13555 (JMP) (the "Bankruptcy Proceeding") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "Bankruptcy Code"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

I. BACKGROUND

2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.

3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "Administration Date"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "Filing Date").

II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "LPS Holdings") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "LPS List"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "Valuation") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

III. RESERVATION OF RIGHTS

6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.

7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.

8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.

9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.

11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the pre-administration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.

12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.

13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.

14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.

15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf of its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.

17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.

18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.

19. By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.

20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.

21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration)
25 Bank Street
London
E14 5LE
United Kingdom
Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP
Plumtree Court
London
EC4A 4HT
United Kingdom
Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP
1345 Avenue of the Americas
New York, NY 10105
Attn: Titia Holtz
Kiah Beverly-Graham
Phone: (212) 903-9000

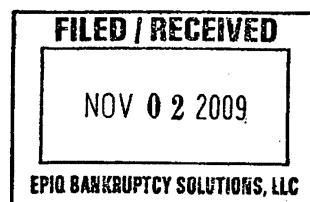
Lehman Paper held in account 97816.EUROCLEAR

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XSD321000112	604507	978101Fising	JPY	300,000,000	JPY	300,000,000	0.005	2,846,159	
XSD320745228	604508	978101CGB	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD320102205	604509	978101CGB	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD319803960	604504	978101Fising	JPY	100,000,000	JPY	100,000,000	0.005	1,56,633	
XSD319803272	604505	978101CGB	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD319803275	604500	978101CGB	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD319803019	604503	978101Fising	JPY	300,000,000	JPY	300,000,000	0.005	2,846,159	
XSD319159072	604506	978101Fising	JPY	3,570,000	USD	3,570,000	1.000	3,570,000	
XSD319159454	604509	978101Fising	JPY	4,390,000	USD	4,390,000	1.000	4,390,000	
XSD318590556	604501	978101Fising	JPY	710,000,000	JPY	700,000,000	0.005	6,745,081	Yes
XSD318590330	604504	978101Fising	JPY	200,000,000	JPY	200,000,000	0.005	1,898,704	Yes
XSD317681381	604506	978101Fising	JPY	500,000,000	JPY	500,000,000	0.005	4,782,035	Yes
XSD317681388	604507	978101Fising	JPY	100,000,000	JPY	100,000,000	0.005	93,782	Yes
XSD317681325	604508	978101Fising	JPY	100,000,000	JPY	100,000,000	0.005	94,532	
XSD316853255	604503	978101Fising	JPY	1,000,000	AUD	1,000,000	0.003	886,150	
XSD316820733	604506	978101Fising	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD316805050	604509	978101Fising	JPY	220,000,000	JPY	220,000,000	0.005	2,08,375	
XSD315419134	604501	978101Fising	JPY	100,000,000	JPY	100,000,000	0.005	949,352	
XSD315350119	604504	978101Fising	JPY	1,000,000,000	JPY	1,000,000,000	0.005	949,352	
XSD315350019	604506	978101Fising	JPY	1,100,000	AUD	1,100,000	0.003	886,150	
XSD314747105	604507	978101Fising	JPY	1,100,000	AUD	1,100,000	0.003	886,150	
XSD314578110	604508	978101Fising	JPY	1,100,000	AUD	1,100,000	0.003	886,150	
XSD313950321	604509	978101Fising	JPY	3,000,000	USD	3,000,000	1.000	3,000,000	
XSD313926114	604510	978101Fising	JPY	4,500,000	USD	4,500,000	1.000	4,500,000	
XSD313926459	604550	978101Fising	JPY	100,000,000	JPY	100,000,000	0.005	949,352	
XSD313926373	604552	978101Fising	JPY	3,500,000	USD	3,500,000	1.000	3,500,000	
XSD313916050	604553	978101Fising	JPY	3,300,000	USD	3,300,000	1.000	3,300,000	
XSD313926062	604554	978101Fising	JPY	150,000,000	JPY	150,000,000	0.005	1,480,815	Yes
XSD313320729	604555	978101Fising	JPY	150,000,000	JPY	150,000,000	0.005	1,480,815	Yes
XSD312723272	604556	978101Fising	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD312428059	604557	978101Fising	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD312057432	604558	978101Fising	JPY	110,000,000	JPY	110,000,000	0.005	1,044,287	
XSD311746593	604559	978101Fising	JPY	5,000,000	JPY	5,000,000	0.005	403,469	Yes
XSD311746592	6045573	978101Fising	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD311746543	6045574	978101Fising	JPY	100,000,000	JPY	100,000,000	0.005	949,352	
XSD311101052	6045570	978101Fising	JPY	2,750,000	USD	2,750,000	1.000	2,750,000	
XSD310845933	6045572	978101Fising	JPY	100,000,000	JPY	100,000,000	0.005	949,352	
XSD310843021	6045573	978101Fising	JPY	45,000,000	JPY	45,000,000	0.005	4,324,446	Yes
XSD31085002	6045575	978101Fising	JPY	1,180,000	USD	1,180,000	1.000	1,180,000	
XSD310850330	6045576	978101Fising	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD309709707	6045581	978101Fising	JPY	2,570,000	USD	2,570,000	1.000	2,570,000	
XSD309709341	6045582	978101Fising	JPY	300,000,000	JPY	312,000,000	0.005	2,967,675	Yes
XSD309709372	6045583	978101Fising	JPY	100,000,000	JPY	100,000,000	0.005	949,352	
XSD309709481	6045584	978101Fising	JPY	300,000,000	JPY	300,000,000	0.005	949,352	
XSD309709271	6045585	978101Fising	JPY	1,740,000	USD	1,740,000	1.000	1,740,000	
XSD309709173	6045586	978101Fising	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD308102283	6045584	978101Fising	JPY	130,000,000	JPY	131,564,834	0.005	1,246,750	Yes
XSD307307330	6045587	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	949,352	
XSD307307341	6045588	978101Fising	JPY	1,000,000,000	JPY	1,000,000,000	0.005	949,352	
XSD307307097	6045589	978101Fising	JPY	200,000,000	JPY	205,118,667	0.005	1,980,127	Yes
XSD307307090	6045590	978101Fising	JPY	180,000,000	JPY	180,000,000	0.005	1,708,834	
XSD307307150	6045591	978101Fising	JPY	50,000,000	JPY	50,000,000	0.005	47,4270	
XSD307307150	6045592	978101Fising	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD307307228	6045593	978101Fising	JPY	1,000,000	USD	1,000,000	0.003	5,643,150	
XSD307307228	6045590	978101Fising	JPY	50,592,000	JPY	50,592,000	0.005	480,200	
XSD307307227	6045591	978101Fising	JPY	1,000,000,000	JPY	1,000,000,000	0.005	949,352	
XSD307307227	6045592	978101Fising	JPY	500,000,000	JPY	500,000,000	0.005	474,760	
XSD307307227	6045593	978101Fising	JPY	180,000,000	JPY	180,000,000	0.005	172,722	
XSD307307227	6045594	978101Fising	JPY	7,000,000	AUD	7,000,000	0.003	5,643,150	
XSD307307227	6045595	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045596	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045597	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045598	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045599	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045590	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045591	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045592	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045593	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045594	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045595	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045596	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045597	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045598	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045599	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045590	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045591	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045592	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045593	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045594	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045595	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045596	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045597	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045598	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045599	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045590	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045591	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045592	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045593	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045594	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045595	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045596	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045597	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227	6045598	978101Fising	JPY	7,000,000	JPY	7,000,000	0.003	5,643,150	
XSD307307227</									

Where possible, accrued interest has been calculated for Fixed and Floating Rate Notes. In some instances this has not been possible due to lack of information at the time of submission. LBE reserves all rights with respect to all valuations including as to accrued interest.

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